

RECORDATION NO. 5944-D Filed & Recorded

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INTERSTATE COMMERCE COMMISSION

LEASE AMENDMENT

This Lease Amendment made and entered into as of the 20th day of April, 1971, by and between UNITED STATES RAILWAY EQUIPMENT CO., an Illinois corporation (herein called "United") and AMERICAN COLLOID COMPANY, a Delaware corporation (herein called "Lessee").

WITNESSETH THAT:

WHEREAS, United, as lessor, and Lessee, as lessee, have heretofore entered into that certain Lease Agreement dated as of December 22, 1970 (herein called the "Original Lease") covering 24 50', 70-ton insulated box cars bearing Recording Numbers USEX 2000-2023; and

WHEREAS, United and Lessee desire to amend and modify the Original Lease in the manner and to the extent hereinafter set forth.

NOW, THEREFORE, in consideration of the terms and of the mutual agreements hereinafter contained and for other good and valuable considerations United and Lessee hereby agree as follows:

1. The first sentence of Paragraph 5 of the Original Lease is hereby deleted in its entirety and there is substituted in lieu thereof the following:

"5. Term - Average Date. This Lease shall be for a term (hereinafter referred to as the "original term") which shall commence on the date of delivery by United of the first Car, as provided in Paragraph 2 hereof, and shall terminate Fifteen (15) years Six (6) months from the Average Date of Delivery unless sooner terminated in accordance with the provisions of this Lease."

2. The first sentence of Paragraph 6 of the Original Lease is hereby deleted in its entirety and there is substituted in lieu thereof the following:

"6. Rental. Lessee shall pay to United as rental for each Car, during the original term, from and including the date of delivery of such Car, the sum of One Hundred Ninety-Seven and 36/100 (\$197.36) per Car per month".

3. The parenthetical paragraph appearing in Exhibit "A" to the Original Lease following the heading "Specifications Designated by Lessee" is hereby deleted in its entirety and there is substituted therefor the following:

"(Each car will be shopped and any necessary repairs, including bulkhead repairs and repainting, will be made at that time. Cost of <sup>such</sup> repair and repainting will be for United's account. The rental rate of \$197.36 per car per month includes all <sup>such</sup> necessary repairs and repainting". *put* *AMN*

4. In all respects not inconsistent herewith, the Original Lease, as hereby amended, is hereby approved, ratified and confirmed in all respects.

IN WITNESS WHEREOF, United and Lessee have duly executed this Amendment as of the day and year first

above written.

UNITED STATES RAILWAY EQUIPMENT CO.

By: R. H. Bell  
Vice President

ATTEST:

Carl R. Hunt  
Asst. Secretary

AMERICAN COLLOID COMPANY

By: W. H. W. W.

VICE CHAIRMAN

ATTEST:

Jeanette S. Dufon  
Assistant Secretary